

including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration

1. APPLICANT:

Applicant's Name: Arnold B. Haims, Esq.
Firm Name: Haims, MacGowan, Valentino & Peebles, LLP
Address: 180 Grand Avenue, Suite 700

City/State/Zip: Oakland, CA 94612
Telephone: (510) 835-0500 Fax: (510) 835-2833
Email: ABH@himmlaw.com

2. PANEL REQUEST: *(All applicants are requested to serve as Judicial Arbitrators)*

Check each panel for which you are applying:

χ	Judicial Arbitration	χ	Mediation	χ	Neutral Evaluation	χ	Private Arbitration
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3. EDUCATION:

Dates (from-to)	College/University/Law School	Degree Obtained
1949-1953	Stanford University	BA
1956-1959	Stanford Law School	LLB, JD

4. LEGAL EXPERIENCE: State Bar No. 029846 Date Admitted: 1/12/1960

A. Are you a member in good standing of the State Bar of California? x Yes No

B. Are you a retired judicial officer? Yes ☒ No ☐

Please describe when/where you last served as a judicial officer:

C. Are you actively engaged in the practice of law at this time? ☒ Yes ☐ No

If not, are you retired from practice? _____ Date retired: _____

If your license is presently inactive, please explain:

D. Are you currently active in litigation practice? Yes ☒ No ☐ *5 years ago I stopped (cont.

Approximately what percentage of your practice involves litigation? %

E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs % ; of defendants %?

F. How many of the following have you personally handled as attorney of record in the past five years? Jury Trials ; Court Trials ; Mediations ; Arbitrations ;

G. Describe any legal publications or teaching you have done:

*(cont) handling litigated cases, and started doing ADR exclusively, prior to that I tried many cases for 37 years.

5. ADR TRAINING and EXPERIENCE

Course Title	Sponsoring Organization	Hours of Credit	Dates
Commercial Mediation	Alameda/San Francisco Bars	40	Sept. 1998
Appellate Mediation	District Court of Appeal	21	Feb. 2000
Federal Court Mediation	US District Court	17	Oct. 2001

- A. Number of years experience as: mediator 5; arbitrator 5; neutral evaluator 5;
- B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: Marin, San Francisco, Contra Costa, Solano, Santa Clara, San Mateo Counties Mediation, Arbitration, US District
- C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided: Alameda County Bar ADR Panel 1998 to present, Kaiser Permanente Foundation Neutral Arbitration Panel 1998 to present.
- D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.
1. February 28, 2003, Premises liability, Mediation, Sole provider;
 2. February 26, 2003, Wrongful termination, Mediation, Sole provider;
 3. February 20, 2003, False imprisonment, Mediation, Sole provider;
 4. January 21, 2003, Landlord/tenant, Mediation, Sole provider;
 5. January 10, 2003, Auto accident, Personal injury, Arbitration, Sole provider
- E. Is your ADR style best described as X facilitative or AND X evaluative/directive?
- F. Describe any ADR related publications or training you have done: _____
- G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions. Attach a copy of your fee agreement. (Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).
- \$250 per hour split between the parties

6. AVAILABILITY/SPECIAL REQUIREMENTS

- A. List any languages, other than English, in which you are able to conduct ADR proceedings: None
- B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess: None
- C. You are available to conduct ADR conferences: X in your office; X at counsel's office; _____ other (please describe: _____)
- D. You are available to conduct ADR proceedings: X during regular office hours; _____ evenings by appointment; _____ weekends by prior arrangement;
- E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.: Prefer to receive briefs or position letter and documents relied upon two days prior to the Arbitration or Mediation.

7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

Case Type Accepted	% of Practice	Judicial Arb.	Mediation	Neutral Eval.	Private Arb.
Bankruptcy					
Business/Corp.					
Civil Rights	5	X	X	X	X
Collections					
Construction	5	X	X	X	X
Contracts	5	X	X	X	X
Elder law/abuse					
Employment					
-Discrimination	5	X	X	X	X
-Harassment	5	X	X	X	X
-Termination	5	X	X	X	X
Environmental					
Fraud					
False Imprison.					
Family Law					
HO Ass'n	5	X	X	X	X
Insurance Cov.	10	X	X	X	X
Intellect. Property					
Landlord-Tenant	5	X	X	X	X
Legal Malpractice	5	X	X	X	X
Maritime					
Med Malpractice	5	X	X	X	X
Partnership					
P.I. - Auto	10	X	X	X	X
P.I. - Other	5	X	X	X	X
Premises Liability	5	X	X	X	X
Probate/Trust					
Product Liab.	5	X	X	X	X
Real Property	5	X	X	X	X
Securities					
Tax					
Toxic Torts					
Wrongful Death	5	X	X	X	X
Other:					
Consumer Remedies	5	X	X	X	X

ADR SERVICE AGREEMENT, FOR SERVICES OF ARNOLD B. HAIMS

It is hereby expressly agreed that ADR services will be provided at the rate of \$200.00 per hour, payable 50% by Plaintiff and 50% by Defendant. In the event there are more than two parties, the \$200.00 per hour rate will be split equally among parties. Payment is due within thirty days from receipt of statement for services.

ACKNOWLEDGMENT

We hereby declare we have read, understood and agreed to the foregoing terms for ADR service.

Date: _____

Date: _____

Attorney Signature

Attorney Signature

Date: _____

Date: _____

Attorney Signature

Attorney Signature

This Fee Agreement is provided pursuant to the California Dispute Resolution Programs Act, Business and Professions Code Section 465 et seq.